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Monmouth

3-02

***** AGREEMENT *****

Between

TOWNSHIP OF ABERDEEN,
MONMOUTH COUNTY, NEW JERSEY

and

MONMOUTH COUNCIL

NUMBER 9

white collar employees

JANUARY 1, 1978 through DECEMBER 31, 1980

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This Agreement, effective as of the 1st day of January, 1978 by and between the TOWNSHIP OF ABERDEEN, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Township", and MONMOUTH COUNCIL, NEW JERSEY CIVIL SERVICE ASSOCIATION, hereinafter referred to as the "Council", is designed to maintain and promote a harmonious relationship between the Township and all its White Collar Employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

The Township of ABERDEEN recognizes Monmouth Council No. 9 as the exclusive collective bargaining agent for white collar employees as specifically enumerated by job titles listed below, excepting therefrom all C.E.T.A. employees, which may be amended from time to time:

- Account Clerk
- Senior Account Clerk
- Assessing Clerk
- Water Collector
- Court Clerk
- Clerk-Stenographer
- Civilian Police Dispatcher
- Purchasing Agent
- Secretary
- Bookkeeping Machine Operator
- Sanitary Inspector

Supervisory personnel, heads of departments and all part-time or temporary personnel working less than 30 hours per week are excluded

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S.40 and R.S.11 or any other national, state, county or local laws or ordinances.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intention of Monmouth Council No. 9.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, Council No. 9 or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within two (2) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said two (2) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the department head (or his representative) within five (5) working days following the determination by the supervisor.

(b) The department head, or his representative, shall render a decision in writing within five (5) working days from the receipt of the complaint.

Step Three:

(a) In the event the grievance has not been resolved at

Step Two, then within five (5) working days following the determination of the department head, the matter may be submitted to the Township Manager.

(b) The Township Manager shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

Step Four - Civil Service:

Should the aggrieved person be dissatisfied with the decision of the Township Manager, such person may file where appropriate for a Civil Service review in accordance with the Rules of the Department of Civil Service.

ARTICLE IV

HOURS & OVERTIME

A. The normal working week, except as provided below, shall consist of thirty-five (35) hours per week, that is seven (7) hours per day, five (5) days per week.

B. Overtime is defined as the time worked by an employee in excess of his regular work day or regular work week. Overtime shall be compensated for as provided herein. An employee's current regular work day or current regular work week shall be utilized for the purpose of determining overtime payments throughout the period of this Contract.

C. Full-time civilian police dispatchers will have overtime offered to them on a rotating basis equally after any part-time dispatcher works more than a 40 hour shift in any one week.

D. Effective 1/1/78, all work performed in excess of specified hours in any work day or any work week, shall be paid at the rate of time-and-one-half the regular straight time rate, or said employee may elect to choose compensatory time off in lieu of said overtime with mutual consent of Manager as to date taken.

E. The normal work week for full-time civilian Police Dispatchers shall be 40 hours per week and the normal work day shall be 8 hours per day and overtime shall apply in excess of 8 hours per day or 40 hours per week.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day (January 1,);
 Martin Luther King Day (January 15);
 Lincoln's Birthday (February 12);
 Washington's Birthday (3rd Monday in February);
 Good Friday;
 Memorial Day (Last Monday in May);
 Independence Day (July 4th);
 Labor Day (1st Monday in September);
 Columbus Day (2nd Monday in October);
 Veterans Day (November 11th);
 Election Day (1st Tuesday following 1st Monday in November);
 Thanksgiving Day (4th Thursday in November);
 Friday following Thanksgiving;
 One-half day before Christmas Day (December 24th);
 Christmas Day (December 25th);
 One-half day before New Year's Day (December 31st).

B. In the event any of the aforementioned holidays fall on a Saturday, they shall be celebrated on Friday; and in the event any of the aforementioned holidays fall on a Sunday, they shall be celebrated on Monday.

C. Employees who are scheduled to work on the recognized holidays noted in this Article, shall be paid at the rate of time-and-

one-half the regular straight time rate, for actual hours worked on the holiday, plus a day paid at straight time for the holiday as such

ARTICLE VI

VACATIONS

Effective January 1, 1976, annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period. Vacation leave shall be granted on the following basis:

1. Twelve (12) working days vacation after the completion of the first year of employment.
2. Thirteen (13) working days vacation for the second year of employment,
3. Fourteen (14) working days vacation for the third year of employment.
4. Fifteen (15) working days vacation after completion of the fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth and fourteenth years of employment.
5. Twenty (20) working days vacation after completion of fifteen (15) years or more of service.
6. Vacation time may not be accumulated for a period past the vacation year without the prior approval of the Township Manager and shall only be carried forward into the next succeeding year.

ARTICLE VII

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EXISTING BENEFITS

It is agreed that not more than two (2) employees be granted time off with pay for the purpose of negotiating and acting on grievances if they are held during working hours.

ARTICLE VIII

DUES CHECK OFF

The parties hereto realize an agency shop is not permitted by the laws of the State of New Jersey. Therefore, the Township shall deduct Council membership dues based on Chapter 233 Laws of 1969 from employees salaries authorizing the same in writing. The Township shall remit the dues deducted monthly to Harold Riley, 1704-B Street, Belmar, New Jersey, 07719.

The amount of monthly dues will be certified in writing by the President of the Council to the Township Treasurer and the amount shall be uniform for all members.

Dues deducted from employee's pay shall be transmitted by check as directed, together with a list of names showing employees for whom deductions have been made.

A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the Township.

ARTICLE IX

BULLETIN BOARDS

Bulletin boards will be made available to the Council for the

purpose of posting Council notices relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the Council and of general Council activities. No Township job vacancies shall be posted on said bulletin boards, except with written permission of the Township Manager.

ARTICLE X

COUNCIL BUSINESS LEAVE & VISITATION

A. The members of the Council's Negotiating Committee, not to exceed two (2) in number, shall be granted time off from duty with full pay for all meetings between the Manager and Council for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employee members are scheduled to be on duty. Similarly, an employee member, who is an official of the Council, as provided in Article III preceding, will also be granted the same privilege for processing grievances.

B. The Council's representative or any officer of the Council shall have admission to the Township's premises at any time during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith or for the purpose of assisting in the adjustment of any grievance which may have arisen. No such representative, however, shall have the privilege of roaming about the premises, but shall first apply to the Department Head; it being understood, however, that such representatives shall not in any way interfere with the operation of the Department during working hours and that this privilege shall be so exercised as to keep at a minimum time lost thereby, to the Township.

ARTICLE XI

INSURANCE

LIFE INSURANCE

The employer shall insure all full-time regular members of Monmouth Council No. 9 with life insurance in the amount of \$5,000 with the beneficiary to be designated by each employee.

DENTAL INSURANCE

Effective in 1978, not retroactive to January 1, 1978, a dental insurance plan, as determined by the Township Manager, shall be available for all covered employees. The premium for said insurance shall be paid for by the employer.

ARTICLE XII

HOSPITALIZATION

The employer shall provide Blue Cross and Blue Shield "750 Plan" including Rider "J" for all regular full-time employees and eligible dependents with full premiums paid by the employer.

The employer shall continue the present major medical plan for all employees and eligible dependents with full premiums paid by the employer.

ARTICLE XIII

MEAL PERIODS

Every full-time employee shall be entitled to a one hour meal period. Dispatchers will remain at their post for lunch, and shall be allowed to eat lunch at any time while on duty because they will be paid for a 40-hour work week. Dispatchers who elect not to eat lunch at their post, shall not be paid for their lunch hour.

ARTICLE XIV

EMPLOYEE TRAINING

A. The Township and the Council agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

B. The Council agrees that it will encourage employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their occupation as provided to the Council by the Township.

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training which shall be during regular working hours or if otherwise, compensated for at appropriate rate of pay.

3. Utilizing and sharing with fellow employees new skills acquired through training.

C. The Township Manager and the Deputy Manager will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

D. The Township Manager, Deputy Manager and the Council agree to meet upon written notice of either party to consider training and development programs for employees covered by the Agreement. Such programs as required by management shall include full reimbursement by the Township for approved courses which are completed by employees as part of employee training program.

ARTICLE XV

PERSONNEL FILES

It is agreed that an employee of the Township shall have the right to see his personnel file in the presence of a Deputy Manager upon written request.

ARTICLE XVITRANSPORTATION

Whenever a vehicle other than a department vehicle is used by an employee, the employer shall compensate said employee at the rate of 12 cents per mile. The employer shall provide such forms as it may need for this reported vehicle use. Such reimbursement shall be made to the employee within fourteen (14) days of written notice of use.

ARTICLE XVIISICK LEAVE

All employees shall be credited with one and one-quarter (1-1/4) days sick leave per month or 15 accumulated sick days per year.

Sick leave shall be cumulative from year to year and shall be posted annually.

A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Township Council for a period up to one (1) year with full pay provided the employee so injured applies in writing to the Township Manager. When such action is taken, the employee shall not be charged any sick leave time lost due to such injury.

ARTICLE XVIIIBEREAVEMENT LEAVE

Effective 1/1/78, leave with pay not exceeding 3 days shall be granted to an employee in the event of death of an immediate family member as defined herein. Effective 1/1/79, employees shall be granted up to 5 days off with pay when a death occurs in the employee's immediate family as defined herein. Immediate family is defined as:

- a. Employee's spouse, child, parent, brother, sister.
 - b. The child, parent, brother, sister of his spouse (1978 only).
 - c. Father-in-law, mother-in-law (Effective 1979).
 - d. Any other relative permanently living under the same roof
- Employees shall be granted up to one (1) day off with pay, per year, to attend the funeral of any other relative.

None of the above mentioned leave will be charged against an employee's sick leave.

ARTICLE XIX

LONGEVITY

Longevity payments shall be made in accordance with the following schedule in 1978 only:

Upon completion of 5 years of continuous service	\$200/yr.
Upon completion of 10 years of continuous service. . . .	300/yr.
Upon completion of 15 years of continuous service. . . .	400/yr.
Upon completion of 20 years of continuous service. . . .	500/yr.
Upon completion of 25 years of continuous service. . . .	600/yr.
Upon completion of 30+ years of continuous service	700/yr.

Effective January 1, 1978, all regular full-time employees shall be entitled to their longevity payments as per the above between December 1st and December 15th of each year provided they have completed at least five continuous years of regular full-time employment in the Township during the year in which the payment is to be made and on a pro-rata basis for employment during the present calendar year.

Effective January 1, 1979, longevity payments shall be made in accordance with the following schedule:

Upon completion of 5 years of continuous service.									\$300/yr.
"	"	" 10	"	"	"	"	"	" . . .	400/yr.
"	"	" 15	"	"	"	"	"	" . . .	500/yr.
"	"	" 20	"	"	"	"	"	" . . .	600/yr.
"	"	" 25	"	"	"	"	"	" . . .	700/yr.
"	"	" 30+	"	"	"	"	"	" . . .	800/yr.

ARTICLE XXSALARIES

Effective January 1, 1978, 1979 and 1980, the salary for all full-time members of Monmouth Council No. 9 shall be in accordance with the following schedule and pay plan:

<u>Position</u>	<u>Pay Grade</u>	<u>1978</u>	<u>1979</u>	<u>1980</u>
Secretary.	1	\$ 6,821	\$ 7,300	\$ 7,810
Clerk/Steno; Bookkeeping Machine Operator	2	7,298	7,808	8,355
Account Clerk.	3	7,607	8,140	8,710
Senior Account Clerk; Water Collector.	4	8,025	8,586	9,187
Civilian Police Disp. . . (40 hr. work week)	5	8,346	8,930	9,555
Assessing Clerk.	6	8,410	8,998	9,628
Court Clerk.	7	9,490	10,155	10,866
Purchasing Agent	8	9,750	10,432	11,163
Sanitary Inspector	9	11,000	11,770	12,594

ARTICLE XXI

SUPPLEMENTAL COMPENSATION
UPON RETIREMENT OR DEATH

1. As of January 1, 1976 each employee shall receive a lump sum payment for one-half of all earned and unused accumulated sick leave which is credited to him on the effective date of his retirement or death in the manner and to the extent provided for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.

2. Such supplemental compensation payment shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$7,000.00.

3. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee.

4. An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.

5. In the event of an employee's death after the effective date of retirement or before payment is made, the payment shall be made to his estate.

ARTICLE XXIIEMPLOYEE PERFORMANCE

Monmouth Council No. 9 agrees to support and cooperate with the Township of Aberdeen in improving employee performance.

In furtherance thereof the Council shall encourage all employees to:

1. Be in attendance and punctual for scheduled work hours;
2. Give such effort to their work as is consistent with the requirements thereof;
3. Avoid waste in the utilization of materials and supplies;
4. Maintain and improve levels of performance;
5. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
6. Assist where possible, in building good-will between the Township of Aberdeen, the Council and the public at large.

The Council recognizes that it is the responsibility of the Township Manager to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The Council pledges its cooperation in the attainment of such standards and methods.

ARTICLE XXIIINO-STRIKE PLEDGE

During the term of this Agreement, the Council agrees on behalf of itself, its members and all the employees it represents, that there will be no strike. In addition, no collective action will be

taken which will place the health, safety or welfare of the public in jeopardy.

A strike shall constitute sufficient grounds for the termination of employment of such employee or employees.

Nothing contained in this Agreement shall be construed to limit or restrict the Township of Aberdeen in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such strike by the Council or its members.

ARTICLE XXIV

RULES & REGULATIONS

The Township shall establish and enforce reasonable rules and regulations governing Departmental operations and the conduct of the personnel thereof and the maintenance of discipline. Copies of such rules and regulations shall be furnished to Council upon request and shall be posted on various bulletin boards.

The employees shall comply with all such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the Council believes an order or instruction of a superior is unreasonable or unjust, the employee shall comply with the order or instruction but with the further provision that such employee may treat the order or instruction as a grievance which should be handled in accordance with the grievance procedure set forth previously in this Agreement.

ARTICLE XXVNON-DISCRIMINATION

A. There shall be no discrimination by the Township or Monmouth Council No. 9 against an employee on account of race, color, creed, sex, age or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in Monmouth Council No. 9 or because of any lawful activities by such employee on behalf of Monmouth Council No. 9. Monmouth Council No. 9, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of Monmouth Council No. 9 and shall not solicit membership in Monmouth Council No. 9 or the payment of dues during working time.

ARTICLE XXVICIVILIAN POLICE DISPATCHER UNIFORMS

All full-time civilian Police Dispatchers are to be supplied by the Township of Matawan with uniforms to conduct Township business as defined and approved by the Township Manager. Female dispatchers shall have the choice of wearing either a skirt or slacks as long as they conform to the specifications outlined by the Township Manager.

The uniforms shall consist of the following:

Women:

- 3 summer blouses
- 2 winter blouses
- 3 pairs of either slacks or skirts or any combination thereof.
- 2 ties
- 1 pair M.T.P.D.'s (M.T. on one side of collar, P.D. on other)
- 1 breast badge
- 1 name plate
- 1 belt
- Communication patches

Men:

- 3 summer shirts
- 2 winter shirts
- 3 pairs of slacks
- 2 ties
- 1 pair M.T.P.D.'s (M.T. on one side of collar, P.D. on other)
- 1 breast badge
- 1 name plate
- 1 belt
- Communication patches

ARTICLE XXVIIDISABILITY INCOME POLICY

Every employee covered under this agreement shall be enrolled in a non-job related disability compensation plan, at no cost to the employee. Said insurance plan shall pay 2/3% of the employee's weekly base earnings subject to a maximum payment of \$106.00 after all accumulated and unused sick leave is utilized by said employee. The disability policy coverage shall be limited to a one-year period.

ARTICLE XXVIIIFULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIXSEPARABILITY & SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXTERM & RENEWAL

This Agreement shall be in full force and effect as of January 1, 1978, and shall remain in effect to and including December 31, 1980, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner

than one hundred twenty (120 days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals at ABERDEEN, New Jersey, on this 14th day of August, 1978.

ATTEST:

MONMOUTH COUNCIL NO. 9

Dorothy Zanghi
Dorothy Zanghi, Dep. Twp. Clerk

Gabriel Phillips
Gabriel Phillips

TOWNSHIP OF ABERDEEN,
MONMOUTH COUNTY, NEW JERSEY

Joseph P. Shaw
Joseph P. Shaw

Donald F. Guluzzy
Donald F. Guluzzy, Twp. Manager

Mary Sacilowski
Mary Sacilowski

Edward E. Kaufman
Edward E. Kaufman, Mayor

Irene Matovicik
Irene Matovicik

